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8 ATTORNEYS FOR PLAINTIFF

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10
11 IN THE UNITED STATES DISTRICT COURT
12 FOR THE EASTERN DISTRICT OF WASHINGTON

13 EQUAL EMPLOYMENT OPPORTUNITY
14 COMMISSION

15 Plaintiff,

16 and

17 ANGELA HARPER

18 Plaintiff in Intervention,

19 v.

20
21 STARLIGHT L.L.C.,

22 Defendant.

CIVIL ACTION NO. CV-06-3075

CONSENT DECREE AND
[Proposed]ORDER

I. INTRODUCTION

1. This action originated with a discrimination charge filed by Angela Harper with the U.S. Equal Employment Opportunity Commission, Seattle District Office (“EEOC”). Ms. Harper alleged that Starlight LLC (“Starlight”) subjected Ms. Harper to discrimination when it failed to promote her on the basis of her race and religion. The EEOC alleges that as a result of this discrimination, Ms. Harper was constructively discharged in violation of §703(a) of Title VII of the Civil Rights Act of 1964, as amended in 1991, 42 U.S.C. § 2000e-2(a).

2. The EEOC investigated Ms. Harper’s allegations. The EEOC sent Starlight a Letter of Determination with findings of reasonable cause that Starlight had violated Title VII.

3. The Commission filed this lawsuit on August 16, 2006 in the United States District Court for the Eastern District of Washington on behalf of the Ms. Harper. Starlight filed its Answer and Affirmative Defenses to the lawsuit on October 17, 2006. Angela Harper filed a motion to intervene on November 14, 2006. The Court granted the motion to intervene on December 15, 2006.

4. The EEOC, Plaintiff in Intervention and Starlight want to conclude all claims arising out of the above charges without expending further resources in contested litigation.

II. NON-ADMISSION OF LIABILITY AND NON-DETERMINATION BY THE COURT

5. This Consent Decree is not an admission of wrongdoing or an adjudication or finding on the merits of the case.

III. SETTLEMENT SCOPE

6. This Consent Decree represents the final and complete resolution of all allegations of unlawful employment practices contained in the charge filed by the Ms. Harper with the EEOC and the Complaint filed herein by the EEOC on behalf of Ms. Harper, including all claims by the parties for attorney fees and costs.

IV. JURISDICTION AND VENUE

7. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§451, 1331, 1337, 1343 and 1345. This action is authorized and instituted pursuant to sections 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. sections 2000e-5(f)(1) and (3) ("Title VII"), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. §1981a.

V. SETTLEMENT PROCEDURES

8. On October 10, 2008, Defendant filed a voluntary petition under Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court, Eastern District of Washington, Case No. 08-04161-FLK11. Upon execution of this Consent Decree, the parties shall file a motion in the Bankruptcy Court requesting an order approving the resolution of this lawsuit. The Bankruptcy Court's Order, if issued, shall not become effective unless this Court grants final approval of the Consent Decree.

VI. MONETARY RELIEF

9. In settlement of this lawsuit, Starlight agrees to allow EEOC and Angela Harper a total combined allowed claim of \$41,000.00 as a general unsecured claim to be paid pursuant to any plan of reorganization that the United States Bankruptcy Court may confirm at a later time.¹

VI. INJUNCTIVE AND OTHER RELIEF

A. General Provisions

10. Starlight, its officers, agents, managers, assistant managers and other supervisors and all human resource professionals who provide advice and assistance to the foregoing individuals are enjoined from engaging in practices which constitute discrimination based on an employee's race, and religion and which constitute retaliation for an individual engaging in protected activity. In recognition of obligations under Title VII, the following policies and practices shall apply to Starlight.

B. Compliance with Title VII

11. Starlight shall comply with Title VII. To further this commitment, the company shall institute the policies and practices set forth below and monitor the affirmative obligations of this Consent Decree.

¹ Starlight agrees that it will propose a plan to the U.S. Bankruptcy Court that allows all general creditors to receive a minimum of 6% interest until all claims are paid. Further, Starlight agrees to devote a minimum of \$3,500 per month to fund the proposed plan during the first year of its existence and a minimum of \$4,500 each remaining year until all general unsecured debts are paid in full. Starlight also agrees the proposed plan will allow for all profits above average earnings each six months will be paid to the general unsecured creditors. Starlight's proposed plan will allow for a maximum salary for Doris Morgan, Sole Member/Manager, of \$4,000 per year. The proposed plan will not allow for any raise for Doris Morgan until all general unsecured creditors are paid in full.

C. Anti-Discrimination Policies and Procedures

12. Starlight shall institute and carry out anti-discrimination policies, procedures and training for employees, supervisors and management personnel and will provide equal employment opportunities for all employees consistent with its obligations under the law. Starlight shall prevent harassment, discrimination, and retaliation. The training provided by Starlight shall include informing employees about its Equal Employment Opportunity (“EEO”) policies and how those policies define and identify what constitutes harassment, discrimination and retaliation. Starlight shall also make managers and supervisors personally accountable by linking their performance appraisals and compensation to the effective implementation of its EEO policies.

13. Starlight agrees to require Owner/General Manager Doris Morgan to attend individual training regarding EEO issues. The training shall consist of two hours of one on one training annually for the duration of this decree with an individual approved by the EEOC. This training is in addition to attending the training specified in paragraph 12.

14. Within ninety (90) days of the date of the effective date of this Consent Decree and approval of the motion, outlined in paragraphs 8 and 9 above. Starlight shall provide to the EEOC: (a) an EEO policy which addresses Starlight’s obligation to provide a work environment free of harassment, discrimination, and retaliation for its employees, and states its commitment not to retaliate against any employee for engaging in protected EEO activity; and (b) confirmation that it distributed its EEO policy to all present and future employees, both management and non-management.

1 15. Within ninety (90) days of the execution of this Consent Decree and approval of the
 2 motion, outlined in paragraphs 8 and 9 above. Starlight shall develop and present to all
 3 employees, managers, assistant managers, and supervisors no less than 1 hour of face-to-face
 4 training by a qualified trainer on harassment, employment discrimination, and retaliation for
 5 engaging in protected EEO activity. The training may be held on multiple days to accommodate
 6 employee schedules and insure the attendance of all employees.

7 16. Annually thereafter for the life of this Consent Decree, Starlight will require: (1) all
 8 employees, managers, assistant managers and supervisors, and an personnel staff to complete
 9 one hour of face-to-face training by a qualified trainer on harassment, employment
 10 discrimination and retaliation.
 11

12 **D. Reference Requests**

13 17. Starlight shall not disclose any information or make reference to any charge of
 14 discrimination that is the subject of the lawsuit or this lawsuit in responding to employment
 15 reference requests for information about Ms. Harper.
 16

17 **E. Policies Designed to Promote Supervisor Accountability**

18 18. Starlight shall advise all managers and supervisors of their duty to ensure compliance
 19 with its EEO policies, and to report any incident or complaint of harassment, discrimination, or
 20 retaliation, of which they become aware. If a manager or supervisor violates Starlight's EEO
 21 policies, he/she may be subject to discipline up to and including termination and compensation
 22 may be affected.
 23

24 19. Starlight agrees that it shall include "commitment to equal employment opportunity"
 25 or similar designation as a criterion for qualification for evaluation of supervisory positions.

F. Reporting

20. Starlight shall report in writing and in affidavit form to the EEOC beginning six (6) months from the date of the entry of this decree and approval of the motion, outlined in paragraphs 8 and 9 above, and thereafter every six months for the duration of the decree the following information:

a. Certification of the completion of training and list of attendees set forth in Paragraph 13 above, and a list of all attendees including job titles.

b. Certification that its EEO policy has been sent to all current and newly hired employees as described in Paragraph 12 and 13 above.

c. A copy of its EEO policy and a list of any changes, modifications, revocations or revisions to its EEO policies and procedures which concern or affect the subject of discrimination and retaliation; and

d. A summary of all harassment, discrimination and retaliation complaints, if any, filed by employees, identified by name, and the resolution of each complaint.

G. Posting

21. Starlight shall post a Notice, attached as Exhibit 1 to this Consent Decree. The Notice shall be posted in a central location frequented by all employees and remain visible and unobstructed for the duration of the Consent Decree.

VII. ENFORCEMENT

22. If the EEOC determines that Starlight has not complied with the terms of this Consent Decree, the EEOC will provide written notification of the alleged breach to the company. The EEOC will not petition the Court for enforcement of this Consent Decree for at

1 least thirty (30) days after providing written notification of the alleged breach. The 30-day
 2 period following the written notice shall be used by the parties for good faith efforts to resolve
 3 the dispute.

4 **VIII. RETENTION OF JURISDICTION**

5 23. The United States District Court for the Eastern District of Washington shall retain
 6 jurisdiction over this matter for the duration of the decree.

7 **IX. DURATION AND TERMINATION**

8 24. This Decree shall be effect for at least five (5) years from the date the Court enters
 9 this Decree. If the monetary relief discussed in paragraph 8 is not paid in full by five years
 10 from the date the Court enters this decree, the decree will remain in effect until the monetary
 11 relief is paid in full. If the EEOC petitions the Court for breach of the Decree, and the Court
 12 finds Starlight to be in violation of the terms of the Decree, the Court may extend the duration of
 13 the Decree.
 14

15 **X. CONCLUSION**

16 25. The parties are not bound by any provision of this decree until it is signed by
 17 authorized representatives of each party and is entered by the Court and the Bankruptcy Court
 18 enters an order approving the motion outlined in paragraphs 8 and 9 above.
 19

20
 21 DATED this 18th day of December, 2008.
 22

23 WILLIAM R. TAMAYO
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25 JOHN F. STANLEY
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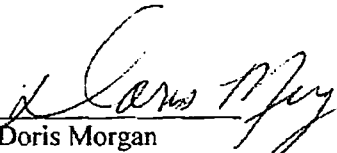
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